

*Settling*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BANAYZ TAVERAS,

Plaintiff,

-against-

CITY OF NEW YORK; New York City Police  
Department Officer WILLIAM BEATTIE, Shield  
# 2878; and New York City Police Officers JOHN  
and JANE DOES # 1-10,

Defendants.

No. 12 Civ. 8779 (SAS)(SN)

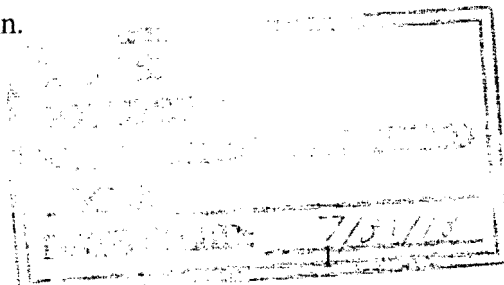
**[PROPOSED]  
FINAL JUDGMENT**

*#*

Defendant City of New York having offered on July 12, 2013, pursuant to Rule 68 of the Federal Rules of Civil Procedure, to take judgment against them in the amount of FIFTEEN THOUSAND AND ONE DOLLARS (\$15,001.00), plus reasonable attorneys' fees, expenses and costs accrued to that date for plaintiff's federal claims (see Ex. A), and plaintiff Banayz Taveras, having accepted this offer of judgment on July 26, 2013 (see Ex. B), it is hereby ORDERED, ADJUDGED and DECREED that:

Final judgment is entered in favor of plaintiff Banayz Taveras and against defendant City of New York.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.



This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

Acceptance of this offer of judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

Acceptance of this offer of judgment also will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Banayz Taveras agrees that payment of Fifteen Thousand and One (\$15,001.00) Dollars within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If plaintiff Banayz Taveras is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

By acceptance of this Rule 68 Offer of Judgment, plaintiff Banayz Taveras agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. §1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Banayz Taveras further

agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Defendant City of New York is to pay plaintiff Banayz Taveras the amount of FIFTEEN THOUSAND AND ONE DOLLARS (\$15,001.00), plus reasonable attorneys' fees, expenses and costs.

So Ordered, Enter Judgment.

New York, New York

July 31, 2013

  
HON. SHIRA A. SCHEINDLIN, U.S.D.J.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BANAYZ TAVERAS,

Plaintiff,

-against-

CITY OF NEW YORK; New York City Police Department  
Officer WILLIAM BEATTIE, Shield # 2878; and New  
York City Police Officers JOHN and JANE DOES #1-10,

Defendants.

**RULE 68  
OFFER OF JUDGMENT**

12 Civ. 8779 (SAS) (SN)

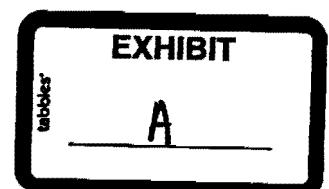
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendants hereby offer to allow plaintiff Banayz Taveras to take a judgment against the City of New York in this action for the total sum of Fifteen Thousand and One (\$15,001.00) Dollars, plus reasonable attorneys' fees, expenses, and costs to the date of this offer for plaintiff's federal claims.

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This offer of judgment may only be accepted up to and including July 26, 2013.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.



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The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York  
July 12, 2013

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants City and Beattie*  
100 Church Street  
New York, New York 10007  
(212) 356-2336

By



Steven M. Silverberg  
*Assistant Corporation Counsel*

To: VIA HAND DELIVERY  
Sam Shapiro, Esq.  
Emery Celli Brinckerhoff & Abady LLP  
75 Rockefeller Plaza  
New York, NY 10019

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

BANAYZ TAVERAS,

Plaintiff,

-against-

CITY OF NEW YORK; New York City Police  
Department Officer WILLIAM BEATTIE, Shield  
# 2878; and New York City Police Officers JOHN  
and JANE DOES # 1-10,

Defendants.

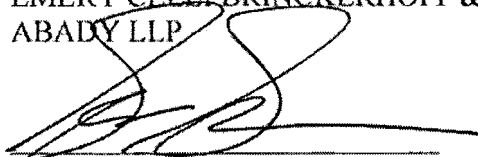
No. 12 Civ. 8779 (SAS)

**PLAINTIFF'S ACCEPTANCE OF  
RULE 68 OFFER OF JUDGMENT**

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, plaintiff Banayz Taveras, by her attorneys, Emery Celli Brinckerhoff & Abady LLP, hereby accepts the Offer of Judgment from defendant City of New York, dated July 12, 2013. (A copy of the Offer of Judgment is attached as Exhibit A).

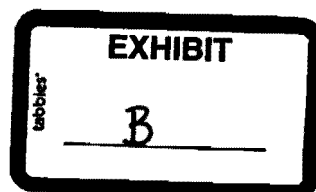
Dated: July 26, 2013  
New York, New York

EMERY CELLI BRINCKERHOFF &  
ABADY LLP



Matthew D. Brinckerhoff  
Jonathan S. Abady  
Samuel Shapiro  
75 Rockefeller Plaza, 20<sup>th</sup> Floor  
New York, New York 10019  
(212) 763-5000  
*Attorneys for Plaintiff*

TO: Steven Silverberg, Esq., *by Hand and by Email*  
Assistant Corporation Counsel  
100 Church Street  
New York, NY 10007  
*Attorney for Defendants*



# Exhibit A

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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BANAYZ TAVERAS,

Plaintiff,

-against-

CITY OF NEW YORK; New York City Police Department  
Officer WILLIAM BEATTIE, Shield # 2878; and New  
York City Police Officers JOHN and JANE DOES #1-10,

**RULE 68  
OFFER OF JUDGMENT**

12 Civ. 8779 (SAS) (SN)

Defendants.

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This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

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The judgment shall contain and recite the terms and conditions set forth herein.

Dated: New York, New York  
July 12, 2013

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants City and Beattie*  
100 Church Street  
New York, New York 10007  
(212) 356-2336

By



Steven M. Silverberg  
*Assistant Corporation Counsel*

To: VIA HAND DELIVERY  
Sam Shapiro, Esq.  
Emery Celli Brinckerhoff & Abady LLP  
75 Rockefeller Plaza  
New York, NY 10019